

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(i) CRM-M-10108-2018 (O&M)

Nisha Petitioner
Versus

Azad Singh Respondent

(ii) CRM-M-10233-2018 (O&M)

Nisha Petitioner
Versus

Azad Singh Respondent

(iii) CRM-M-10262-2018 (O&M)

Nisha Petitioner
Versus

Azad Singh Respondent

(iv) CRM-M-10394-2018 (O&M)

Nisha Petitioner
Versus

Azad Singh Respondent

Date of Decision : 12.02.2020

CORAM : HON'BLE MR. JUSTICE RAMENDRA JAIN

Present : Mr. Parminder Singh, Advocate
for the petitioner.

Mr. Ashwani Gaur, Advocate
for the respondent.

RAMENDRA JAIN, J. (Oral)

petitioner under Section 482 Cr.P.C., challenging the complaints under Section 138 of the Negotiable Instruments Act (Annexure P-1), filed against her by respondent-complainant.

As per allegations in the complaint, husband of petitioner had got issued cheques in-question from the petitioner towards refund of alleged cheated amount charged from the respondent-complainant on the pretext of providing admission to his daughter-in-law in Pandit B.D.Sharma, Medical University, Rohtak.

Learned counsel, relying upon the judgment of **Delhi High Court in Virender Singh vs. Laxmi Narain and another 2007 (3) RCR (Criminal) 157**, contends that the alleged transaction between respondent and petitioner was barred under Section 63-F of the Contract Act, being unlawful. Therefore, complaints filed by respondent were not maintainable.

On the other hand, learned counsel for respondent-complainant, refuting the above submissions, submits that alleged unlawful contract was between husband of petitioner and the complainant against which FIR No.568 dated 10.12.2015, under Sections 406, 420, 467, 468, 471, 120-B IPC, was registered against him, at Police Station Badsahpur. Pursuant thereto, husband of petitioner was arrested and applied for his regular bail. During the pendency of his bail application, petitioner voluntarily came forward and compromised the matter with complainant. Pursuant thereto, petitioner issued cheques inquestion in favour of complainant for grant of bail to her husband.

Therefore, considering the compromise between the

parties, learned Sessions Court granted bail to the husband of petitioner vide order dated 15.06.2016, observing as under:-

“The complainant and the wife of the petitioner have got recorded their statements before this court as under:-

“Statement of Shri Azad Singh, Advocate S/o Shri Shish Ram R/o P-69, Silver Crest Villa, Sector 48, Gurgaon.

I have entered into compromise with the accused through his wife namely Ms. Nisha wife of Shri Amritpal R/o Station Area, Nilokheri District Karnal. The wife of the petitioner-accused has handed over the six post dated cheques bearing serial Nos. 248834, 248827, 248829, 248830, 248832 and 248833 for payment of the disputed amount. I have no objection, in case the petitioner (Amritpal) is admitted to bail.

Statement of Ms. Nisha wife of Shri Amritpal R/o Station Area, Nilokheri District Karnal.

I have read the statement of the complainant Azad Singh, Advocate. I acknowledge that I have handed over the six post dated cheques bearing Sr. Nos. 248834, 248827, 248829, 248830, 248832 and 248833 for payment of the disputed amount on behalf of my husband (Amritpal). I also acknowledge that I have sworn an affidavit dated 03.06.2016 in regard to compromise. The copy of the affidavit is Mark-A.”

The parties have entered into compromise. The challan has already been presented. Investigation qua the petitioner is complete. The offences are triable by the Magistrate. Trial is likely to take long time in its conclusion.

From the above factual position, it is apparent on record that there was no unlawful contract in between the petitioner and complainant. Rather, the petitioner in discharge of liability of her husband-accused entering into compromise with respondent-complainant, voluntarily issued six cheques. Thus, the transaction between the parties cannot be termed as unlawful from any angle.

In the considered opinion of this Court, complaints filed by respondent are well maintainable.

The facts and circumstances of the authority and the decision, referred to above, by learned counsel for petitioner are not identical to the facts of the present case. Therefore, the benefit of same cannot be given to her.

In view of aforesaid discussion, all the aforesaid petition stand dismissed.

12.02.2020
mamta

(RAMENDRA JAIN)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No